

U.S. Department of Justice
Washington, DC 20530

**Exhibit A to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Roberti White LLC 1455 Pennsylvania Avenue NW, Suite 250 Washington, DC 20004	2. Registration No. 6065
3. Name of Foreign Principal SOCAR USA, U.S. subsidiary of The State Oil Company of the Azerbaijan Republic (SOCAR)	4. Principal Address of Foreign Principal 1319 18th Street NW Washington, DC 20036

5. Indicate whether your foreign principal is one of the following:

Foreign government

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____

Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
(not applicable)

b) Name and title of official with whom registrant deals
(not applicable)

7. If the foreign principal is a foreign political party, state:

a) Principal address
(not applicable)

b) Name and title of official with whom registrant deals (not applicable)

c) Principal aim (not applicable)

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.
Oil industry

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

SOCAR USA, a subsidiary of the State Oil Company of the Azerbaijan Republic, receives partial funding from the Azerbaijan Republic government, but the majority of funding is from non-governmental sources (business revenue).

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

SOCAR USA is the U.S. subsidiary of The State Oil Company of the Azerbaijan Republic (SOCAR).

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
July 28, 2013	Vincent A. Roberti, Sr., Chairman	/s/ Vincent A. Roberti, Sr. eSigned

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Roberti Whilte LLC	2. Registration No. 6065
3. Name of Foreign Principal SOCAR USA, U.S. subsidiary of The State Oil Company of the Azerbaijan Republic (SOCAR)	

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Research and analyze issues of concern to the principal; counsel the principal on U.S. policies of concern, activities in Congress and the Executive branch, and developments on the U.S. political scene generally; and maintain contact, as necessary, with members of Congress and their staff, executive branch officials, members of the press, and non-governmental organizations.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will provide strategic counsel to the principal on strengthening the principal's ties to the United States government and institutions. Registrant will also assist in communicating priority issues in the United States-Azerbaijan Republic bilateral relationship to relevant U.S. audiences, including the U.S. Congress, administration, media, and policy communities.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The activities listed in item 8 will be undertaken in order to communicate information to the principal, as well as to communicate information about the principal to interested persons in the public sector. At the request of the principal, meetings with members of Congress and their staff, and executive branch officials may be arranged.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
July 28, 2013	Vincent A. Roberti, Sr. Chairman	/s/ Vincent A. Roberti, Sr. eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

CONSULTING AGREEMENT

This will confirm the Agreement of Roberti-White LLC, a District of Columbia limited liability company (the "Firm") and SOCAR-USA (the "Client"), dated the 10 day of July, 2013, with respect to the performance of certain consulting services by the Firm for the Client.

1) Services. During the term of this Agreement the Firm will render services to the Client to increase the Client's exposure for business opportunities in the United States and such other matters of importance to the Client. The details of the Firm's work and responsibilities, including the benchmarks and time frames for deliverables, is detailed in attached Scope of Work and Services which is attached hereto as Exhibit A and incorporated herein by this reference (collectively, the "Services"). The Services shall include, but not be limited to:

- A) Creation and maintenance of a website, as a work made for hire to be made available on the Internet at [REDACTED] (the "Site");
- B) Creation and maintenance of complementary and integrated Twitter and Facebook accounts that includes the latest technological enhancements (including, but not limited to, search engine optimization) (the "Accounts");
- C) Assistance in creation of a Washington, DC internship program that complies with all United States and DC law.
- D) Strategic and technical advice related to engaging and strengthening relationships with key potential business allies.

2) The Site.

(a) The Firm shall design, author and develop the Site to the Client's satisfaction, and in accordance with best and latest standards, industry standards.

(b) The Services to be performed by the Firm to design, develop, and implement the Site shall include, without limitation, 1) creating a web site utilizing the Client's logo, desired graphics, and content, 2) recommending an appropriate web hosting service, 3) obtaining such web hosting service if the Client so desires and assisting the Client in migrating the Site to the web hosting service provider, and 4) any other services requested by the Client to complete the Site and make it operational to Client's satisfaction.

(c) The Firm shall provide all software required to complete the Site.

(d) The Client shall have ultimate control over the scope and details of the Site project and the Firm shall have no right or authority at any time to make any contract or binding promise of any nature on behalf of the Client, either oral or written, without the consent of an authorized representative of the Client.

(e) The Firm shall provide to the Client a Beta Version of the Site for the Client's review and approval, and shall make any modifications or changes to the Site as requested by the Client.

Roberti + White

(f) The Site shall incorporate certain materials provided by the Firm, which includes, without limitation, computer software, script, programming code, data, information, HTML code, graphics, and text ("Developer Content"). The Site shall also incorporate certain materials provided by the Client, which includes, without limitation, trade or service marks, images, illustrations, logos, graphics, files and text ("Client Content"). The Firm represents and warrants to Client that it shall have all right, title, and interest in and to the Developer Content or shall have secured all necessary and appropriate licenses from third parties to enable the Developer Content to be lawfully used and incorporated into the Site.

(g) In consideration of the Firm's performance of all obligations under this Agreement, the Client grants to the Firm a nonexclusive, royalty-free license for the term of this Agreement to edit, modify, adapt, publish, copy, prepare derivative works from, and use the Client Content solely in connection with the development of the Site under this Agreement. The Firm grants to Client a perpetual, nonexclusive, royalty-free license to use the Developer Content incorporated into the Site.

(h) The Firm acknowledges and agrees that the Client shall be the sole owner of all the products and deliverables of the Firm's Services hereunder, including, but not limited to, the Site, the Beta Version, all Client Content modified in any manner, the Accounts, and all designs, graphics, logos, ideas, concepts, processes, developments, and discoveries, whether or not patentable or copyrightable, which the Firm may develop, create or first actually reduce to writing in connection with and during the term of this Agreement (the "Works"). The parties further acknowledge and agree that the Works shall be deemed for all purposes "work made for hire."

(i) To the extent that ownership of the Works does not automatically vest in the Client by virtue of this Agreement, the Firm irrevocably transfers and assigns to Client all right, title and interest in the Works and protectable elements or derivative works thereof, and agrees not to assert any rights whatsoever, including any moral rights, with regard to the Works. The Firm further agrees to assist the Client, as may reasonably be required, in exercising dominion and control over the Site and/or the Accounts and executing any documents required by the Client to obtain and enforce patents, trademarks, and any other intellectual property rights relating to the Works. This obligation shall survive the termination of this Agreement.

3) Compliance with All Laws. The Firm represents, warrants, covenants, and agrees that all Services provided hereunder shall comply fully with all applicable law. The parties shall abide by the Foreign Agents Registration Act as well as other laws and regulations of the United States of America.

4) Nature of Relationship. The Firm will perform such services exclusively as an independent contractor to, and not as an agent or employee of, the Client. Nothing contained herein shall be deemed to create the relationship of partnership, agency, joint venture, or employment. The Firm shall have no authority to bind the Client to any obligation.

5) Confidential Information. Prior to and during the term of this Agreement the Client may share certain "Confidential Information" (as hereinafter defined) with the Firm. For purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to the Client and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to (i) any strategies, plans, books of account, records, memoranda, work papers and any other documentation; (ii) any concepts, reports, data

Roberti + White

or know-how; (iii) and any other information that should reasonably be recognized as confidential. The Client acknowledges and agrees that the Firm can rely on the accuracy of any information that the Client furnishes the Firm in connection with the Firm's work for it. The Firm agrees to preserve the confidentiality of all Confidential Information and shall not, without the prior written consent of the Client, disclose or make available to any person or entity, other than is necessary in performance of its obligations under this Agreement, any Confidential Information. This obligation survives the termination of this Agreement indefinitely.

6) Term.

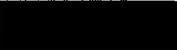
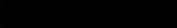
(a) The term of this Agreement shall commence on July 15, 2013 and shall continue in effect until December 31, 2013 (the "Term"). The Agreement shall be terminated upon written notice by either party.

(b) Upon termination, the Firm will deliver possession of the Site and the Accounts to Client and the Client shall be responsible for fees for Services earned to-date of termination.

(c) The parties acknowledge and agree that the nature of the Firm's representation of the Client requires the Firm to decline to represent any clients whose policy interest's conflict with those of the Client regarding the issues on which the Client seeks the Firm's assistance. Accordingly, the Firm agrees that during the Term it will obtain the Client's prior approval before undertaking to represent any other client that possesses a potential policy conflict.

7) Compensation. For all the Services and undertakings of the Firm hereunder during the term of this Agreement, the Client shall pay to the Firm a fee not to exceed One Hundred Twenty-Five Thousand US Dollars (\$125,000) (the "Fee"). The Client shall pay the Fee in six (6) equal monthly installments of \$20,834, with the first such installment being due upon execution of this Agreement and each subsequent installment being due prior to the fifth (5) of each calendar month for the term of this Agreement through December 31 2013. While paid monthly, the Firm understands and agrees that the Fee will not be earned unless and until it performs its Services to achieve the benchmarks, both as to substantive completion of the work to Client's satisfaction and within the time frames, as described on the Scope of Work and Services which is attached hereto as Exhibit A.

8) Payment Instructions. Payment shall occur via check, ACH Debit, or wiring.

Beneficiary Name: Roberti + White, LLC
Beneficiary Bank: Bank of Georgetown
1350 I Street, NW/Washington, DC 20005
ABA Routing #: 
Account#: 
Remittance Email: accounting@robertiwhite.com

(9) Expenses. The Fee specified in Section 7 is inclusive of all ordinary and customary out-of-pocket expenses (principally for local travel, business entertainment, long distance telephone and other communications, postage, document reproduction and other expenses). Any extraordinary expenses (e.g., international travel, entertainment) shall be paid by Client, provided that the Firm obtains the Client's prior approval in writing (email shall suffice). The Firm shall bill

Roberti + White

for extraordinary expenses monthly, and Client shall pay within thirty (30) days after receipt of invoice.

10) Indemnification. The Firm agrees to indemnify and hold the Client harmless from and against any action, claim, demand or liability, including reasonable attorney's fees and costs, arising or relating to (i) the Firm's breach of this Agreement, (ii) the negligence or willful misconduct of the Firm, and (iii) any allegation that the Site or Developer Content infringes a third person's intellectual property or trade secret. The obligations under this Section 10 shall survive termination of this Agreement.

11) Miscellaneous.

(a) This Agreement may not be amended except by a written instrument signed and delivered by the parties hereto.

(b) This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof, and all other agreements relating to the subject matter hereof and hereby superseded.

(c) This Agreement shall be governed by, and construed in accordance with, the laws of the District of Columbia.

(d) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

(e) The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that, for any reason whatsoever, any other or others of them may be invalid or unenforceable in whole or in part.

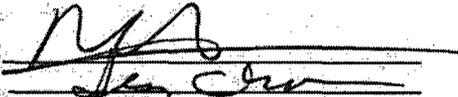
(f) No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No waiver of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof.

* * *

Please confirm that the foregoing correctly sets forth the agreement between the Roberti-White LLC and SOCAR-USA by signing and returning one of the enclosed copies of this Agreement.

ROBERTI + WHITE, LLC.

By:


Vincent Roberti

Roberti + White

We hereby confirm that the foregoing correctly sets forth the Agreement between SOCAR-USA and the Roberti-White LLC.

SOCAR-USA

By:

Paul Mammalco 

Date:

7/16/2013